

CONTRACT PERIOD THROUGH FEBRUARY 28, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **MANUFACTURER SPECIFIC MISCELLANEOUS FLEET PARTS, SUPPLIES, ACCESSORIES & SERVICE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 7, 2001**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP-SE/ag mm
Attach

Copy to: Clerk of the Board
Gidget Beltran, Equipment Services
Monica Mendoza, Materials Management

MANUFACTURER SPECIFIC MISCELLANEOUS FLEET PARTS, SUPPLIES, ACCESSORIES & SERVICE

1.0 INTENT:

The intent of this Invitation for Bids (IFB) is to establish a two (2) year multi-vendor pricing agreement to provide a full line of inventory availability as required by Equipment Services Department to perform repairs and preventative maintenance for County fleet equipment.

Services shall be required (if applicable) for overflow work to eliminate down time on fleet/equipment and/or when it is above and beyond the County's ability. All charges to the County shall be in accordance with the terms of the resultant pricing agreement. It is **not** intended for one (1) vendor to provide total coverage of the County's requirements. Purchases are authorized by purchase order or purchase credit card only.

Maricopa County Equipment Services records reflect expenditures of approximately \$500,000.00 during the last 12 months. Parts and Service expenditures for the next two years will depend upon the number of pieces of equipment in use, and other relevant factors. This IFB may be utilized by other County agencies, in addition to Equipment Services.

2.0 TECHNICAL SPECIFICATIONS:

- 2.1 Products provided shall meet or exceed OEM specifications. Rebuilt/remanufactured components may be acceptable for the County's requirements. The supplier shall clearly identify any component, which is not a "new" item. Utilization of any component, other than "new", shall be at the discretion of the County.
- 2.2 Service provided shall be in strict compliance with the specific manufacturer's specifications

3.0 SPECIAL TERMS & CONDITONS:

3.1 MANUFACTURER LISTING:

Miscellaneous components for equipment manufactured by the manufacturers listed below is required by the County:

Dyna Pac	Massey Feguson parts
Rosco	IMT cranes/lifts
Broom Bear	Kubota
John Deere Construction	New Holland
Broce Broom Sweeper	Bobcat
Tymco	Alamo
RhIno	Gannon

3.2 PRICING SECTION:

No specific items are listed in this IFB. Respondents shall offer pricing for components, by offering pricing listings. Amendments, supplements and/or revisions will be effective upon receipt and **approval** of notice to the Department of Materials Management.

3.3 SERVICE AND REPAIR:

Bidder(s) shall indicate hourly rates or flat rates for service and repairs done at the bidder(s) facility of operation. Bidder(s) shall include all charges and fees in the bid price (i.e., service calls, field service, mileage, travel, etc.). The successful bidders shall be responsible for hauling/towing heavy duty, equipment to the designated repair site, when the County is not equipped with the proper transporting equipment. Bidder(s) shall include labor rates for out of scope service not listed in this solicitation and emergency service. Include business hours, shifts and define overtime (if applicable). **Overtime is not allowed, unless authorized in writing by Maricopa County.** Rework shall be done at no charge to the Maricopa County using agency.

For off site service the service truck(s) must be fully equipped with parts, tools, and equipment required to complete the repairs. The bidders shall indicate mileage charges (if any). If mileage is charged the technician shall record only the mileage to the County fleet that is in need of repair. The County shall not be responsible for any additional mileage due to parts, tools, material and other related items needed to complete the repairs.

3.4 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements of F.O.B. Destination on normal shipments. If the part(s) is a normal stock item, it is the responsibility of the Contractor to pay for freight (overnight, airfreight, UPS direct, etc). **EXCEPTIONS ON PRIORITY DELIVERIES FOR SPECIAL ORDER OR NON-STOCK PART(S) ARE ACCEPTABLE WITH THE APPROVAL FROM EQUIPMENT SERVICES PARTS DEPARTMENT AUTHORIZED EMPLOYEE(S).** Orders shall be pulled and delivered within two- (2) hours from notification by Equipment Services Department. Exceptions are made when site is more than two- (2) hours in distance (travel time) from contractor(s) facility. Equipment Services' main parts Room, 3325 W. Durango St, will accept deliveries from 5:30 a.m. to 6:00 p.m. Contractor(s) shall notify the Durango shop at 602-506-4676 of all delays on parts. All locations below shall be notified directly of all delays on parts.

Maricopa County Equipment Services maintains satellite station at the following locations. These sites shall be included in this IFB agreement.

SITE ADDRESSES	BUSINESS HOURS
Mesa Service Center, 155 E. Coury, Mesa, AZ	6:00 a.m. to 6:00 p.m.
Dysart Service Center, 16821 N. Dysart Rd, Surprise, AZ.	5:00 a.m. to 4:30 p.m.
Downtown Service Center, 120 S. 4 th Ave, Phoenix, AZ.	7:00 a.m. to 6:00 p.m.
Buckeye Service Center, 26449 W. Hwy 85, Buckeye, AZ.	6:00 a.m. to 2:30 p.m.

3.5 REPSONSE TIME:

Response time for service pick-ups shall be within four- (4) hours from notification and activity performing repairs within 24 hours. Contractor(s) shall notify the Parts Department at 602-506-4676 of any delays in repairs. Upon diagnose of repairs the contractor is required to provide the Service Coordinator a completion date. **The contractor(s) shall provide a weekly report by fax (602-506-4999) Attn: Parts Supervisor detailing the status of fleet under repair at there facility.**

3.6 RETURN POLICY:

The bidders shall state their return policy, time limitations or restocking charge (if any) for such returns. Parts will not be accepted in damaged or broken/unsealed packages. Credit memos shall be issued, in accordance with the vendors return policy. If a restocking charge is applied, the credit memo must reflect the full credit amount of each item returned and the restocking shall be on a separate line.

3.7 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information and shall be addressed to:

Equipment Services
Accounts Payable
3325 West Durango St.
Phoenix, Arizona, 85009

Problems regarding billing or invoicing shall be directed to Equipment Services Accounts Payable, at 506-4668 or 506-2938. If billing or invoicing problems occur with other County agencies the vendor r shall contact the specific using agency. All invoices shall indicate the following:

SERVICE INVOICES:

1. Contract Serial Number
2. County purchase order number
3. Equipment number
4. Invoice number
5. Quantity
6. Part Number
7. Description on repairs
8. Pricing per unit
9. Percent % of discount
10. Extended price
11. Payment terms
12. Hourly or flat rate w/total hours
13. Mileage w/rate
14. Arrival and completion time
15. Total
16. *Freight (if applicable)
17. Warranty
18. Sales tax on parts only (include tax rate)
19. Provide two (2) legible copies of the invoice.
20. The invoice shall be dated/signed (print full name)
by the County employee receiving the parts(s).

PACKING SLIP AND PARTS INVOICES:

- a. Contract Serial Number
- b. County purchase order number
- c. Quantity
- d. Part number(s)
- e. Description of part
- f. Price per unit
- g. Extended price
- h. Sales tax (include tax rate)
- i. *Freight (if applicable)
- j. Total
- k. Packing slip must be legible

***Freight:** If freight is applied due to special orders or non-stock part(s) the Contractor shall indicate on the invoice(s) the following requirements: 1) Identify the expedited delivery (overnight, airfreight, UPS direct, etc.) on the invoice(s) and 2) Print full name of the using agency employee authorizing this method of delivery

Invoices not disclosing the above information shall be returned to the contractor for the necessary corrections.
BIDDERS ARE REQUESTED TO SUBMIT A SAMPLE OF A TYPICAL INVOICE PROVIDING GENERIC INFORMATION, WITH THIS IFB RESPONSE, FOR EQUIPMENT SERVICES REVIEW.

3.8 SET UP OF COUNTY ACCOUNTS:

It shall be the responsibility of all contractors to communicate with their parts departments, service area, accounts receivable and other areas involved in compliance with this agreement of Maricopa County's special pricing. The pricing and labor rates shall be programmed in your financial systems as offered. If the required information can not be programmed on the invoice, you have the option to hand write the information or submit a separate sheet with the requirements. It will delay payment, if the required information is not provided.

3.9 ADDITIONAL CHARGES/FEES:

Maricopa County **SHALL NOT BE** responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, service calls, travel, mileage, hauling, etc.) other than those listed in the pricing section of this agreement. **All costs shall be included in the bid price.**

3.10 WARRANTY:

The minimum warranty period shall be 90 days on parts and labor or manufacturer's warranty, whichever is greater. Warranty replacement will be done at no additional charge of any nature to Maricopa County. Defective part(s) shall be replaced within 24 hours of notification. The effective date on all warranties shall commence upon date of acceptance. A "NO CHARGE" invoice shall accompany all warranty repairs detailing failure, diagnosed cause and parts replaced. Contractor(s) shall respond to all warranty requests within 24 hours of notification. Transportation cost for warranty repairs shall be the responsibility of the Contractor.

3.11 EVALUATION CRITERIA:

The evaluation of this Invitation for Bids will be based on the following:

- 3.11.1 Compliance with bid requirements
- 3.11.2 Inventory(product lines)
- 3.11.3 Pricing
- 3.11.4 Delivery
- 3.11.5 Warranty
- 3.11.6 Mileage fees (if any)
- 3.11.7 Price protection for contract period
- 3.11.8 Minimum order requirements
- 3.11.9 Labor rates
- 3.11.10 Return policy
- 3.11.11 Determination of responsibility

3.12 AWARD:

The County reserves the right to award in whole or in part, by item, groups of items, or by section where such action serves the County's best interest. Multiple awards /geographical area awards may be made, where such action serves the County's best interest.

3.13 CONTRACT LENGTH:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a two (2) year period.

3.14 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.15 INDEMNIFICATION AND INSURANCE

3.15.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, and the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.15.2 **INSURANCE REQUIREMENTS**

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees.

- 3.15.3 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and **CONTRACTOR'S** Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

- 3.15.4 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.15.5 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.16 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish upon request the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date. **CERTIFICATES RECEIVED WITHOUT THE CONTRACT NUMBER ON THEM WILL BE RETURNED AND THE CONTRACTOR CHARGED A \$25.00 ADMINISTRATIVE FEE.**

3.17 CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.18 FAILURE TO EXECUTE:

Upon failure of the successful Bidder to execute the contract, the bid security shall be forfeited to the County, not as a penalty but as liquidated damages.

3.19 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.20 EXPEDITED DELIVERY:

In the event the County (Using Agency) determines that the delivery as stated in this Contract, is not acceptable on an "exception" basis, the Using Agency shall contact the successful Bidder to determine any additional costs associated with a specific delivery. The Contractor shall respond to the specific Using Agency via FAX or other acceptable documentation, stating the additional costs associated with this request.

The Using Agency shall not advise the Contractor to proceed with the specific shipment until the appropriate documentation is received. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the documentation offered by the Contractor. The Using Agency shall retain all documents related to these costs within the agency P.O. file, for audit purposes.

3.21 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency or Department within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.22 STOCK:

The successful Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

3.23 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall show the (1) name and address of the Contractor, (2) name and address of the County Agency, (3) County purchase order number, (4) description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.24 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the contract. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Contractor.

3.25 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designed shall qualify for consideration.

3.26 WAREHOUSE/DISTRIBUTION CENTER:

Contractors shall have access to a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the goods and/or services listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to assure compliance with terms and conditions of this Invitation for Bids.

3.27 PRODUCT DISCONTINUANCE:

In the event that a product and/or model is discontinued by the manufacturer, the County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

- 3.27.1 Documentation from the manufacturer that the product or model has been discontinued.
- 3.27.2 Documentation that names the replacement product or model.
- 3.27.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original Invitation for Bid.
- 3.27.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.27.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.28 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid Purchase Order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$1,000.00. No other request is valid.**

3.29 TRADE-INS:

Bidders are requested to submit prices on trade-in(s). Trade-in(s) to be at the option of Maricopa County.

3.30 EQUIPMENT MAINTENANCE:

The Contractor shall provide for maintenance of equipment supplied under this Contract upon installation of equipment.

3.31 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The successful Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the equipment. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

3.32 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidder/Proposer shall be required to offer equipment or materials, which meet the specifications, or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to these contained in the specifications, but are believed to be of equal or greater quality and functionality, the bidder/proposer shall be required to note such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision-maker as to whether the deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive deviation may be grounds for rejection of the entire bid.

3.33 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.34 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

3.35 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card **or other procurement card that may be used by the County from time to time**, to place and make payment for orders under this Contract. Bidders without this capability **may**/shall be considered non-responsive and not eligible for award consideration.

3.36 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card **Process**" has initiated changes **that are** intended to both improve and expedite the purchasing and payment process. In light of **these** efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and **take into consideration receipt of payment with seventy-two (72) hours from time of payment processing**. **Discounts offered** will be considered in the evaluation **price analysis process**.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.37 BIDDER REVIEW OF DOCUMENTS:

Bidder shall review their bid submission to assure the following documents are properly completed.

- 3.37.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 3.37.2 Vendor proposal column/section, MANDATORY
- 3.37.3 Pricing pages, MANDATORY
- 3.37.4 Copies of Catalogs/Pricing Documents (if required)
- 3.37.5 Vendor Information, MANDATORY
- 3.37.6 Agreement page, MANDATORY

3.38 INQUIRIES:

All inquiries concerning information contained herein shall be directed to:

Procurement Officer: Stan Fisher
 Department Of Materials Management
 Telephone: (602) 506-3274

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the contract resulting from this Solicitation will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services to this Contract. Should a requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional products and/or services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 ASSIGNMENT OR SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using Agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 GUARANTEE:

The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.22 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Special Terms & Conditions. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.23 PRICE REDUCTIONS:

By submitting a Bid in response to this Invitation for Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

- 4.23.1 Cancel the Contract, if it is currently in effect.
- 4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.
- 4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

BINGHAM EQUIPMENT COMPANY, 1655 S COUNTRY CLUB DRIVE, MESA, AZ 85210

DO YOU OFFER THESE PRICES TO COUNTY EMPLOYEES? ☒ YES ☐ NO

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☐ YES ☒ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO % REBATE
(Payment shall be made within 72 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

SPECIAL SHIPPING/HANDLING:

TO DAYS: ADD %, OR ACTUAL COST OF FRT. & EMERGENCY ORDER FEES IF APPLICABLE

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

MANUFACTURER SPECIFIC MISCELLANEOUS FLEET PARTS, SUPPLIES, ACCESSORIES & SERVICE, in accordance with the attached specifications:

C255001/B0602330

BLANKET PRICING: Bidder(s) shall **submit with their bid response** manufacturers price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be by catalog(s), 3.5 diskettes, or CD-ROM.

<u>MANUFACTURER PRICE CATALOG DESIGNATION</u>	<u>DATE</u>	<u>PRICE COLUMN TO BE USED</u>	<u>ADDITIONAL DISCOUNT</u>
BOBCAT	<u>10/02/00</u>	<u>LIST</u>	
KUBOTA	<u>01/01/00</u>	<u>LIST</u>	
ALAMO	<u>05/15/00</u>	<u>LIST</u>	
RHINO	<u>02/15/00</u>	<u>LIST</u>	
GANNON	<u>04/01/99</u>	<u>LIST</u>	

BINGHAM EQUIPMENT COMPANY, 1655 S COUNTRY CLUB DRIVE, MESA, AZ 85210

Labor Rate or Flat Rate (vendor facility): \$ 65.00 /hr./flat

Labor Rate or Flat Rate (County facility): \$ 72.50 /hr./flat

Labor Rate or Flat Rate for out of scope work or
Emergency Service: \$ 72.50 /hr./flat

Business hours: 7 a.m. to 5 p.m. Indicate hours of delivery:

Overtime (define): N/A

Number of deliveries per day: NONE

Additional services offered
(define): FOR BOBCAT & KUBOTA MOST ARTS NEXT DAY AIR FOB MESA-

NO ADDITIONAL CHARGE

Warranty: (explain, 90 days
min.): KUBOTA WARRANTY – ONLY 60 DAYS. BOBCAT WARRANTY – 180 DAYS

Return Parts Policy: (explain
all terms, conditions, fees,
if any): NO CHARGE ON STOCKING ITEMS – NON-STOCK PARTS

20 % RESTOCK & RETURN FRT – NOT ALL SPECIAL ORDER

PARTS ARE RETURNABLE.

Minimum order for delivery
(if any): - -

Dollar value of parts bid in
stock (related to this bid): \$ 365,000.00

 F.O.B. Destination Yes X No
(Unless special ordered with Air Freight Approval)

Terms: NET 10

Federal Tax ID Number: 86-0139051

Telephone Number: 480/969-5516

Fax Number: 480/969-1271

Contact Person: SANDRA SMITH

Vendor Number: 860139051

Company Web Site: www.binghameq.com

Contract Period: To cover the period ending February 28, 2003.

BINGHAM NEW HOLLAND, 1649 S COUNTRY CLUB DR., MESA, AZ 85210

DO YOU OFFER THESE PRICES TO COUNTY EMPLOYEES? ☒ YES ☐ NO

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO % REBATE
(Payment shall be made within 72 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

SPECIAL SHIPPING/HANDLING:

TO DAYS: ADD %, OR Standard UPS established rates & any manufacturer's surcharges where applicable.

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

MANUFACTURER SPECIFIC MISCELLANEOUS FLEET PARTS, SUPPLIES, ACCESSORIES & SERVICE, in accordance with the attached specifications:

C255001/B0602330

BLANKET PRICING: Bidder(s) shall **submit with their bid response** manufacturers price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be by catalog(s), 3.5 diskettes, or CD-ROM.

<u>MANUFACTURER PRICE CATALOG DESIGNATION</u>	<u>DATE</u>	<u>PRICE COLUMN TO BE USED</u>	<u>ADDITIONAL DISCOUNT</u>
NEW HOLLAND	<u>Pricing available in store or on request – 0 -</u>		
ALAMO	<u>Pricing available in store or on request – 0 -</u>		
RHINO	<u>Pricing available in store or on request – 0 -</u>		
GANNON	<u>Pricing available in store or on request – 0 -</u>		

Labor Rate or Flat Rate (vendor facility): \$ 65.00 /hr./flat

Labor Rate or Flat Rate (County facility): \$ 65.00 /hr./flat

BINGHAM NEW HOLLAND, 1649 S COUNTRY CLUB DR., MESA, AZ 85210

Labor Rate or Flat Rate for out of scope work or
Emergency Service: \$ 97.50 /hr./flat

Business hours: 7 a.m. to 5 p.m. Indicate hours of delivery: 7 a.m. to 5 p.m.

Overtime (define): Services that are performed or asked to be performed outside stated business hours.

*** See attachment concerning freight charges, FOB destination.**

Number of deliveries per day: Service Repair Equipment: No set number, services available on request

Parts: No delivery service available

Additional services offered
(define): Equipment sales and Equipment rental

Warranty: (explain, 90 days min.): New Holland – 180 days parts and labor. Detail and policy attached.
Alamo – 90 days parts and labor, applicable only to failed service part and/or installation of part by bidder
Rhino – 90 days parts only.
Gannon – 90 days parts and labor, applicable only to failed service part and/or installation of part by bidder

Return Parts Policy: (explain all terms, conditions, fees, if any): No parts returned without invoice or after 30 days. No returns on electrical or special order parts.
20% restocking charge on merchandise returned in good condition.

Minimum order for delivery
(if any): No minimum

Dollar value of parts bid in stock (related to this bid): \$ 2,300,000.00

____ F.O.B. Destination ____ Yes ____X____ No
(Unless special ordered with Air Freight Approval)

Terms: NET 30

Federal Tax ID Number: 86-0139051

Telephone Number: 480/610-4000

Fax Number: 480/610-4004

Contact Person: KENNY PALMER

Vendor Number: 860139051 C

Company Web Site: www.binghamequipment.com

Contract Period: To cover the period ending February 28, 2003.



Bingham New Holland, Inc.
1649 S Country Club Dr
Mesa, AZ 85210-6001
(480) 610-4000
Fax (480) 610-4004
www.binghamequipment.com

NEW HOLLAND

12/11/00

Deviations and Clarifications

- **Page 1, Section 3.3, Service and Repair**

Service Repair Rates:	Repair done in Bidders facility	\$65.00 per hour
	Field Service Repairs	\$65.00 per hour
	Field Service Travel Time	\$65.00 per hour
	Field Service Mileage	.75 per mile
	Hauling (pickup & delivery)	\$65.00 per hour
	Shop Supplies	5% of labor charge

- **Page 2, Section 3.4, Delivery**

Parts are F.O.B. Dealership facility. Standard UPS freight charges apply for any item requested ordered if not to stock or requested sent to the customer's facility. Orders will be pulled and placed on 'Will Call', slipped UPS or Common Carrier depending on the article and the request of the requesting party. Length of delivery time will depend on the carrier and method shipped, i.e. next day air, normal delivery and standard mail.

- **Page 2, section 3.5, Response Time**

Response time for service pickups will be scheduled at time of request. Due to scheduling, pickups and repairs will be placed in the order as received. Workflow and workload will determine time scheduling. Routine pickups can be normally be taken care of between a time span of 12 to 48 hours. Once unit is received in service shop the start of repair estimate can be initiated within 24 to 48 hours.

- **Page 4 Section 3.10, Warranty**

Warranty terms and periods are outlined on pricing sheet, Attachment A. Page 3 of 3. Customer is responsible to bring unit to dealership repair facility or for travel time and/or hauling charges. Scheduling of repair will be initiated when request is received.

- **Page 8, Section 3.21, Shipping**

Bid prices stated are for parts and labor. Freight charges for shipment to customer, if requested, will be added if parts are requested for delivery.

Date 12-11-00

Printed Name Kenny Palmer

NORWOOD EQUIPMENT INC, 2422 S 19TH AVENUE, PHOENIX, AZ 85009-6547

DO YOU OFFER THESE PRICES TO COUNTY EMPLOYEES? ____ YES ____X__ NO

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____X__ YES ____ NO

ACCEPT PROCUREMENT CARD: ____X__ YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ____X__ NO ____ % REBATE
(Payment shall be made within 72 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____X__ YES ____ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____X__ NO

SPECIAL SHIPPING/HANDLING:

____ TO ____ DAYS: ADD ____ %, OR AT COST

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

MANUFACTURER SPECIFIC MISCELLANEOUS FLEET PARTS, SUPPLIES, ACCESSORIES & SERVICE, in accordance with the attached specifications:

C255001/B0602330

BLANKET PRICING: Bidder(s) shall **submit with their bid response** manufacturers price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be by catalog(s), 3.5 diskettes, or CD-ROM.

<u>MANUFACTURER PRICE</u> <u>CATALOG DESIGNATION</u>	<u>DATE</u>	<u>PRICE COLUMN</u> <u>TO BE USED</u>	<u>ADDITIONAL</u> <u>DISCOUNT</u>
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BROOM BEAR	<u>July 1, 2000</u>	<u>SELLING</u>	<u>5%</u>
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Labor Rate or Flat Rate (vendor facility):	<u>\$ 76.50 /hr./flat</u>
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Labor Rate or Flat Rate (County facility):	<u>\$ 76.50 /hr./flat</u>
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Business hours: 7:00 a.m. to midnight Indicate hours of delivery: 8:00 a.m. to 5:00 p.m.

Overtime (define): --

Number of deliveries per day: 2

NORWOOD EQUIPMENT INC, 2422 S 19TH AVENUE, PHOENIX, AZ 85009-6547

Warranty: (explain, 90 days min.): 90 days on Parts

Return Parts Policy: (explain all terms, conditions, fees, if any): Within 30 days of Purchase with original receipt. 15% Restock fee on special orders.

Minimum order for delivery (if any): NONE

Dollar value of parts bid in stock (related to this bid): \$ 9,800.00

 F.O.B. Destination X Yes No
(Unless special ordered with Air Freight Approval)

Terms: NET 30

Federal Tax ID Number: 86-0464876

Telephone Number: 602/254-0644

Fax Number: 602/258-3833

Contact Person: AL BRESSON

Vendor Number: 860464876

Company Web Site: www.aztruck.com

E-mail Address: alb@aztruck.com

Contract Period: To cover the period ending February 28, 2003.

OLD DOMINION BRUSH CO, 1525 N COMMERCE, KANSAS CITY, MO 64120

DO YOU OFFER THESE PRICES TO COUNTY EMPLOYEES? ☒ YES ☐ NO

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐ YES ☒ NO ☐ % REBATE
(Payment shall be made within 72 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

SPECIAL SHIPPING/HANDLING:

_____ TO _____ DAYS: ADD _____ %, OR IF NEEDED _____

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

MANUFACTURER SPECIFIC MISCELLANEOUS FLEET PARTS, SUPPLIES, ACCESSORIES & SERVICE, in accordance with the attached specifications:

C255001/B0602330

BLANKET PRICING: Bidder(s) shall **submit with their bid response** manufacturers price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be by catalog(s), 3.5 diskettes, or CD-ROM.

<u>MANUFACTURER PRICE</u> <u>CATALOG DESIGNATION</u>	<u>DATE</u>	<u>PRICE COLUMN</u> <u>TO BE USED</u>	<u>ADDITIONAL</u> <u>DISCOUNT</u>
TYMCO	<u>-10% from Tymco Parts Book Dated 2000 (Inclosed)</u>		
Labor Rate or Flat Rate (vendor facility):			\$ <u>N/A</u> /hr./flat
Labor Rate or Flat Rate (County facility):			\$ <u>N/A</u> /hr./flat
Labor Rate or Flat Rate for out of scope work or Emergency Service:			\$ <u>N/A</u> /hr./flat
Business hours: <u>8:00</u> to <u>4:30</u> Indicate hours of delivery:			
Overtime (define): <u>- -</u>			

OLD DOMINION BRUSH CO, 1525 N COMMERCE, KANSAS CITY, MO 64120

Warranty: (explain, 90 days min.): 90 days

Return Parts Policy: (explain all terms, conditions, fees, if any): mis ordered parts 20% restock

Minimum order for delivery (if any): 25.00

Dollar value of parts bid in stock (related to this bid): \$ 200,000.00

☒ F.O.B. Destination ☐ Yes ☐ No
(Unless special ordered with Air Freight Approval)

Terms: NET 30

Federal Tax ID Number: 54-0715588

Telephone Number: 800/821-7301

Fax Number: 816-241-6765

Contact Person: DAVID R. DEARTH

Vendor Number: 540715588

Company Web Site: www.theodbco.com

E-mail Address: sweepit1952@yahoo.com

Contract Period: To cover the period ending February 28, 2003.

RDO EQUIPMENT COMPANY, P.O. BOX 13346, PHOENIX, AZ 85002

DO YOU OFFER THESE PRICES TO COUNTY EMPLOYEES? ____ YES ___X___ NO

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ___X___ YES ____ NO

ACCEPT PROCUREMENT CARD: ___X___ YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ___X___ NO ____ % REBATE
(Payment shall be made within 72 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ___X___ YES ____ NO JD Prices % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ___X___ NO

SPECIAL SHIPPING/HANDLING:

___1___ TO ___3___ DAYS: ADD _____ %, OR Actual shipping cost

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

MANUFACTURER SPECIFIC MISCELLANEOUS FLEET PARTS, SUPPLIES, ACCESSORIES & SERVICE, in accordance with the attached specifications:

C255001/B0602330

BLANKET PRICING: Bidder(s) shall **submit with their bid response** manufacturers price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be by catalog(s), 3.5 diskettes, or CD-ROM.

<u>MANUFACTURER PRICE CATALOG DESIGNATION</u>	<u>DATE</u>	<u>PRICE COLUMN TO BE USED</u>	<u>ADDITIONAL DISCOUNT</u>
JOHN DEERE CONSTRUCTION	<u>Updated Monthly On Internet</u>	<u>JD List Internet</u>	<u>0</u>
BROCE BROOM SWEEPER	<u>Jun 1, 2001</u>	<u>On diskette</u>	<u>0</u>
GANNON	<u>Jun 1, 2001</u>	<u>Catalog list</u>	<u>0</u>

Labor Rate or Flat Rate (vendor facility): \$ 63.00 /hr./flat

Labor Rate or Flat Rate (County facility): \$ 63.00 /hr./flat

Labor Rate or Flat Rate for out of scope work or
Emergency Service: \$ 73.00 /hr./flat

RDO EQUIPMENT COMPANY, P.O. BOX 13346, PHOENIX, AZ 85002

Business hours: 6:00 a.m. to 6:00 p.m. Indicate hours of delivery: 8:00 a.m. to 5:00 p.m.
8:30 p.m. Spring/Summer

Overtime (define): Before 6:00 a.m., after 5:00 p.m. and weekends

Number of deliveries per day: As requested or needed (slight fee may be charged)

Additional services offered --
 (define):

Warranty: (explain, 90 days min.): 90 Days warranty on all parts. 1year on JD Reman Components, Labor provided if installed originally by RDO.

Return Parts Policy: (explain all terms, conditions, fees, if any): Returns allowed within 45 Days of purchase. Special order items will be charged a 15% return fee. Parts are to be in original condition. No return on electrical parts.

Minimum order for delivery (if any): NONE

Dollar value of parts bid in stock (related to this bid): John Deere, Gannon & Broce \$518,000.00

 F.O.B. Destination Yes X No
 (Unless special ordered with Air Freight Approval)

Terms: NET 30

Federal Tax ID Number: 45-0306084

Telephone Number: 602/415-4700

Fax Number: 602/233-0383

Contact Person: JIM KLEPPE

Vendor Number: 450306084 A

Company Web Site: www.rdoequipment.com

E-mail Address: jkleppe@rdoequipment.com

Contract Period: To cover the period ending February 28, 2003.

TEAGUE EQUIPMENT COMPANY, 2202 W MELINDA LANE, PHOENIX, AZ 85027

DO YOU OFFER THESE PRICES TO COUNTY EMPLOYEES? ____ YES ___X___ NO

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ___X___ YES ____ NO

ACCEPT PROCUREMENT CARD: ____ YES ___X___ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ___X___ NO ____ % REBATE
(Payment shall be made within 72 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____ YES ___X___ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ___X___ NO

EXPEDITED DELIVERY: BIDDER HEREBY CERTIFIES THAT THEY HAVE READ, UNDERSTAND AND AGREE WITH EXPEDITED DELIVERY REQUIREMENTS SET FORTH HEREIN.

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

MANUFACTURER SPECIFIC MISCELLANEOUS FLEET PARTS, SUPPLIES, ACCESSORIES & SERVICE, in accordance with the attached specifications:

C255001/B0602330

BLANKET PRICING: Bidder(s) shall **submit with their bid response** manufacturers price list(s) for each product line offered to provide the greatest coverage of related products. Price list(s) may be by catalog(s), 3.5 diskettes, or CD-ROM.

<u>MANUFACTURER PRICE</u> <u>CATALOG DESIGNATION</u>	<u>DATE</u>	<u>PRICE COLUMN</u> <u>TO BE USED</u>	<u>ADDITIONAL</u> <u>DISCOUNT</u>
IMT CRANE	12/12/00	LIST	N/A Price list available on request
Labor Rate or Flat Rate (vendor facility):			\$ 64.00 /hr./flat
Labor Rate or Flat Rate (County facility):			\$ 71.00 /hr./flat
Labor Rate or Flat Rate for out of scope work or Emergency Service:			\$ 85.00 /hr./flat
Business hours: 7 a.m. to 3:30 p.m. Indicate hours of delivery: 7 a.m. to 3:30 p.m.			
Overtime (define): 3:30 p.m. to 7:00 a.m.			
Number of deliveries per day: As required			
Additional services offered (define): N/A			

TEAGUE EQUIPMENT COMPANY, 2202 W MELINDA LANE, PHOENIX, AZ 85027

Warranty: (explain, 90 days min.): See attached warranty procedures per IMT

Return Parts Policy: (explain all terms, conditions, fees, if any): See attached warranty procedures per IMT

Minimum order for delivery (if any): N/A

Dollar value of parts bid in stock (related to this bid): \$ 1,000.00

_____F.O.B. Destination ☒X Yes _____No
(Unless special ordered with Air Freight Approval)

Terms: NET 30

Federal Tax ID Number: 84-0608826

Telephone Number: 623/869-9780

Fax Number: 623/582-3548

Contact Person: GARY ARNOLD

Vendor Number: 840608826 A

E-mail Address: garya@teagueequip.com

Contract Period: To cover the period ending February 28, 2003.